

**IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

Form 210A

United States Bankruptcy Court

SOUTHERN DISTRICT OF NEW YORK

In re LEHMAN BROTHERS HOLDINGS INC., et. al., DEBTORS

Case No. 08-13555 (JMP)
JOINTLY ADMINISTERED

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 300 1(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Illiquidx LLP

Name of Transferee

Banca Aletti & C. S.p.A.

Name of Transferor

Name and Address where notices to transferee
should be sent:

IlliquidX LLP

80 Fleet Street

London EC4Y 1EL

UNITED KINGDOM

Attn.: Mr Celestino Amore

E.mail: amore@illiquidx.com

Phone: +44 207 832 0181

Last Four Digits of Acct #: N/A

Name and Address where transferee payments
should be sent (if different from above):

Bank : CITIBANK NA, NEW YORK

SWIFT: CITIUS33XXX

ABA Number : 021000089

A/C No. 36163143

Court Claim # (if known): 49740

Total Claim Amount: \$68,411,014.91

Amount of Claim as Filed with respect to ISIN

XS0176153350: \$40,749.15

Allowed Amount of Claim with respect to ISIN

XS0176153350: \$40,847.11

Amount of Claim as Filed with respect to ISIN

XS0178969209: \$218,107.91

Allowed Amount of Claim with respect to ISIN

XS0178969209: \$218,636.57

Date Claim Filed: 27/10/2009

Banca Aletti & C. S.p.A.

Via Santo Spirito, 14

20121 Milano

ITALY

Attn: Maurizio Zancanaro

****PLEASE SEE ATTACHED EXHIBITS****

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief,

By: 

Transferee/Transferee's Agent

Date: 29.10.12

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both 18 U.S.C. §1152 & 3571.

EVIDENCE OF TRANSFER OF CLAIM

TRANSFER AGREEMENT

Form 210B (12/09)

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re **Lehman Brothers Holdings Inc.**

Case No. 08-13555

**NOTICE OF TRANSFER OF CLAIM
OTHER THAN FOR SECURITY**

Claim No.49740 was filed or deemed filed under 11 U.S.C. § 1111(a) in this case by the alleged transferor. As evidence of the transfer of that claim, the transferee filed a Transfer of Claim Other than for Security in the clerk's office of this court on October ____ 2012.

BANCA ALETTI & C. S.P.A.
Name of Alleged Transferor

ILLIQUIDX LLP
Name of Transferee

Address of Alleged Transferor:

**Via Santo Spirito, 14
20121 Milano
ITALY**

Address of Transferee:

**Illiquidx LLP
80 Fleet Street
London EC4Y 1EL
UK**

~~DEADLINE TO OBJECT TO TRANSFER~~

The alleged transferor of the claim is hereby notified that objections must be filed with the court within twenty-one (21) days of the mailing of this notice. If no objection is timely received by the court, the transferee will be substituted as the original claimant without further order of the court.

Date: _____

CLERK OF THE COURT

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **Banca Aletti & C. S.p.A.** ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to **Illiquidx LLP.** (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the claim amount specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim number **49740** filed **Banca Aletti & C. S.p.A.** (the "Original Claimant") (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to or evidencing the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan of reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim and any and all of Seller's right, title and interest in, to and under any right or remedy of Seller or any prior seller against any prior seller in respect of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 (as "Lehman Programs Securities to which Transfer Relates") attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer of Claim; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors of the Debtor that are not subject to contractual or equitable subordination; (g) Seller has delivered to Purchaser a true and correct copy of the Notice of Proposed Allowed Claim Amount dated August 24, 2011; (h) all documents provided to Purchaser by Seller are true, accurate and complete copies of such documents; (i) Seller does not have any claim, lien or encumbrance upon the Transferred Claims and represents and warrants that, upon consummation of the transactions contemplated in this Agreement and Evidence of Transfer of Claim, Purchaser will own and have good legal and beneficial title to the Transferred Claims, free and clear of any and all liens, claims, objections, set-off rights, security interests, participations, factoring agreements or encumbrances created or incurred by Seller or against Seller; and (j) other than with respect (i) (a) to the sum of **\$1,474.27** received by Seller on or about April 17, 2012 in connection with the initial Distribution (as defined in the Debtors' Modified Third Amended Joint Chapter 11 Plan of Lehman Brothers Holdings Inc. and its Affiliated Debtors, dated December 5, 2011 (the "Plan")), and (b) to the sum of **\$994.86** received by Seller on or about October 1, 2012 in connection

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with a subsequent Distribution under the Plan related to ISIN XS0176153350, and (ii) (a) to the sum of **\$7,891.03** received by Seller on or about April 17, 2012 in connection with the initial Distribution (as defined in the Debtors' Modified Third Amended Joint Chapter 11 Plan of Lehman Brothers Holdings Inc. and its Affiliated Debtors, dated December 5, 2011 (the "Plan")), and (b) to the sum of **\$5,325.07** received by Seller on or about October 1, 2012 in connection with a subsequent Distribution under the Plan related to ISIN XS0178969209, no payment or other distribution has been received by or on behalf of the Seller, or by any third party on behalf of the Seller, in full or partial satisfaction of, or in connection with, the Transferred Claims.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.


5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. For the avoidance of doubt, Seller and Purchaser agree that Seller shall be entitled to retain, and Purchaser shall have no right to, the Prior Distributions. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. The parties acknowledge that settlement shall be made on delivery of the Transferred Claim and the Purchased Security versus payment basis. For the avoidance of doubt, the parties acknowledge and agree that the transfer contemplated hereby shall not occur unless and until the Purchaser shall have paid the purchase price in full.

8. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

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IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is
executed this 22th day of October, 2012.

BUYER
ILLIQUIDX LLP.

By: 
Name: Celestino Amore
Title: *Director, Managing Partner*

80 Fleet Street
London, EC4Y 1EL
UNITED KINGDOM

SELLER
BANCA ALETTI & C. S.P.A.

By: 
Name: Maurizio Zancanaro
Title: *Managing Director*

Via Santo Spirito, 14
20121 Milano
ITALY





SCHEDULE 1

Purchased Claim

0.0595652% of Proof of Claim 49740 = USD\$40,749.15 of USD\$68,411,014.91 (the outstanding amount of the Proof of Claim filed on October 27, 2009 with respect to XS0176153350), and 0.3526893% of ISIN XS0176153350.

Pursuant to the Notice of Proposed Allowed Claim Amount dated August 24, 2011, the Purchased Claims represents USD\$40,847.11 which is 0.0604391% of the total Proposed Allowed Claim Amount of USD\$67,583,922.17 with respect to XS0176153350 and 0.3526893% of Proposed Allowed Claim Amount for ISIN XS0176153350.

0.0595652% = USD\$40,749.15 of USD\$68,411,014.91 (the outstanding amount of the Proof of Claim 49740 filed on October 27, 2009)

0.0604391% = USD\$40,847.11 of the Allowed Claim Amount of USD\$67,583,922.17 and 0.3526893% of Allowed Claim Amount for ISIN XS0176153350

0.3188199% of Proof of Claim 49740 = USD\$218,107.91 of USD\$68,411,014.91 (the outstanding amount of the Proof of Claim filed on October 27, 2009 with respect to XS0208459023), and 2.1340162% of ISIN XS0178969209.

Pursuant to the Notice of Proposed Allowed Claim Amount dated August 24, 2011, the Purchased Claims represents USD\$218,636.57 which is 0.3235038% of the total Proposed Allowed Claim Amount of USD\$67,583,922.17 with respect to XS0178969209 and 2.1340162% of Proposed Allowed Claim Amount for ISIN XS0178969209.

0.3188199% = USD\$218,107.91 USD\$68,411,014.91 (the outstanding amount of the Proof of Claim 49740 filed on October 27, 2009)

0.3235038% = USD\$218,636.57 of the Allowed Claim Amount of USD\$67,583,922.17 and 2.1340162% of Allowed Claim Amount for ISIN XS0178969209

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Blockin g Numbe r	Issuer	Guarantor	Principal/ Notional Amount	Coupon	Maturity	Accrued Amount (as of Proof of Claim Filing	Allowed Amount of Claim Transferred to
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										(Date)	Purchaser
Issue of EUR300,000,000 of Inflation Linked Multi-Tranche Notes under the U.S.\$18,000,000,000 Euro Medium-Term Note Program	XS01761533 50	CA1838 8	Lehman Brothers Treasur y Co. B.V.	Lehman Brothers Holding Inc.	EUR28,000.00 which is the equivalent of USD\$39,622.80	Fixed Rate and Index- Linked Interest	10/10/2013	EUR795.95 which is the equivalent of USD\$1,126.35	USD\$40,847.11		
Issue of EUR 50,000,000 European Inflation Linked Notes under the U.S.\$18,000,000,000 Euro Medium-Term Note Program	XS01789692 09	CA1837 5	Lehman Brothers Treasur y Co. B.V.	Lehman Brothers Holding Inc.	EUR150,000.00 which is the equivalent of USD\$212,265.00	Fixed Rate and Index- Linked Interest	26/11/2013	EUR4,128.97 which is the equivalent of USD\$5,842.91	USD\$218,636.57		